

**BEFORE THE INSURANCE COMMISSIONER**

**FOR THE STATE OF DELAWARE**

<b>IN THE MATTER OF:</b>	)	
	)	
<b>NATIONWIDE MUTUAL FIRE INS. CO.</b>	)	
<b>NATIONWIDE PROPERTY and CASUALTY</b>	)	<b>DOCKET NO. 4035-2018</b>
<b>NATIONWIDE GENERAL INS. CO.</b>	)	
<b>HAREYSVILLE PREFERRED INS. CO.</b>	)	
<b>NATIONWIDE MUTUAL INS. CO.</b>	)	
<b>HARLEYSVILLE WORCESTER INS. CO.</b>	)	
<b>TITAN INSURANCE COMPANY (AS</b>	)	
<b>SUCCESSOR TO TITAN INDEMNITY</b>	)	
<b>COMPANY)</b>	)	
	)	
<b>NAIC#'S 23779, 37877, 23760, 35696, 23787,</b>	)	
<b>26182 &amp; 13242</b>	)	
	)	
<b>One Nationwide Plaza, 1-35-206</b>	)	
<b>Columbus, OH 43215-2220</b>	)	

**STIPULATION AND CONSENT ORDER**

**THIS STIPULATION AND CONSENT ORDER** is entered into as of

9-9-19, 2019, by and between Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Harleysville Preferred Insurance Company, Nationwide Mutual Insurance Company, Harleysville Worcester Insurance Company, and Titan Insurance Company (as successor to Titan Indemnity Company), hereafter "Nationwide Group" ("Respondent") and the State of Delaware Department of Insurance ("the Department"). Respondent and the Department are collectively referred to herein as the "Parties."

**WHEREAS**, Respondent is a property and casualty insurance company incorporated under Ohio law and authorized to conduct the business of insurance in the State of Delaware; and

**WHEREAS**, the Department, through its examiners, conducted a targeted market conduct examination (“Examination”) of Respondent’s affairs and practices as of September 30, 2017; and

**WHEREAS**, the Department, through its examiners, prepared and provided to Respondent for review and comment draft versions of the Examination report; and

**WHEREAS**, Respondent has reviewed and commented on such draft versions of the Examination report; and

**WHEREAS**, after considering Respondent’s comments, the Department, through its examiners, has prepared a final report of the Examination, dated as of May 31, 2016 (“Final Examination Report”); and

**WHEREAS**, among other findings contained in the Final Examination Report, the Department concluded that the Respondent’s practices and procedures did not comply with:

18 *Del. Admin. C* §902 1.2.1.5 - Prohibited Unfair Claims Settlement Practices.

18 *Del. Admin. C*. §903 4.0 – Prompt Payment of Settled Claims.

18 *Del. C*. §2304(2) – Unfair Methods of Competition and Unfair or Deceptive Acts or Practices Defined.

21 *Del. C*. §2118B – Processing and Payment of Insurance Benefits.

18 *Del. C*. § 3905(a) – Cancellation or Nonrenewal of Automobile Policy – Notice of Cancellation or Intention not to Renew; Notice of Reasons.

**WHEREAS**, after communications with the Department, Respondent desires to resolve this matter without recourse to any administrative hearing or court action (such as an appeal).

**NOW, THEREFORE, IT IS AGREED**, by and between Respondent and the Department as follows:

1. Respondent accepts the Final Examination Report, waives any right to a hearing thereon, and agrees that the Department may file the Final Examination Report without any further modifications.

2. Upon execution of this Stipulation and Consent Order, Respondent shall pay to the Department an administrative penalty for the Notice Violations in the amount of Fifty-Six Thousand and Six Hundred Dollars (\$ 56,600.00). Respondent shall make its check for the administrative penalty payable to the "State of Delaware."

3. Respondent waives any right to challenge in an administrative or court proceeding any of the terms and conditions of this Stipulation and Consent Order.

4. This Stipulation and Consent Order is the free and voluntary act of Respondent and its terms are binding upon Respondent and may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce such terms. Respondent acknowledges that it has had a full opportunity to seek and receive advice of counsel on all matters related to this Stipulation and Consent Order.

5. This Stipulation and Consent Order contains all of the terms and conditions agreed to by the parties and constitutes the final agreement between Respondent and the Department.

6. No change, amendment, or modification hereto shall be effective or binding unless it is in writing, dated, and signed by the parties.

7. If the Department fails to act on any one or more defaults by Respondent, such failure to act shall not be a waiver of any rights hereunder on the part of the Department to declare Respondent in default and to take such action as may be permitted by this Stipulation and Consent Order or by law.

8. This Stipulation and Consent Order may be signed in duplicate and both documents shall be considered originals. The person executing this Stipulation and Consent Order on behalf of Respondent shall acknowledge his or her signature before a Notary Public and, by executing this Stipulation and Consent Order, certifies that he or she is duly authorized to execute this Stipulation and Consent Order on behalf of Respondent. Respondent agrees that an uncertified copy of this Stipulation and Consent Order shall be valid as evidence in any proceeding for purposes of enforcement.

9. This Stipulation and Consent Order shall survive Respondent and be enforceable against its successors, transferors, or assigns.

***[Signature Page Follows]***

**NATIONWIDE GROUP OF  
INSURANCE COMPANIES**

**DELAWARE INSURANCE DEPARTMENT**

Larry Spivosa

Print Name: LARRY SPIVOSA  
Title: VICE PRESIDENT, PERSONAL LINE CLAIMS  
Date: 9/15/19

Trinidad Navarro

TRINIDAD NAVARRO  
Insurance Commissioner  
Date: 10/1/19

**Witness to Respondent's Signature**

Name: David P. Reynolds  
Title: Consultant Market conduct Group  
Date: Sept. 9, 2019

STATE OF Ohio )  
 ) SS.  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 9th day of September 2019,  
by Larry Spivosa, who is personally known to me or who has produced  
Driver's License as identification, and who certified that he or she is duly authorized to  
execute this document on behalf of Respondent.

GIVEN under my Hand and Seal of office, the day and year aforesaid.



DAVID P. REYNOLDS  
Notary Public, State of Ohio  
My Commission Expires 11-15-2021

David P. Reynolds  
NOTARY PUBLIC

PRINT NAME

11/15/2021  
MY COMMISSION EXPIRES